

KAVINOKY & COOK

NATHAN NISENBAUM
HOWARD R. COHEN

ROBERT E. DWYER
THOMAS L. WILLIAMS

LISTED ATTORNEYS
NOT ADMITTED
TO PRACTICE IN NEW YORK

ATTORNEYS AT LAW

MORRIS PLAN BUILDING
110 E. WASHINGTON STREET
INDIANAPOLIS, INDIANA 46204

(317) 262-5900

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120 DELAWARE AVENUE
BUFFALO, NEW YORK 14202
(716) 856-9234

A FIRM INCLUDING
PROFESSIONAL
CORPORATIONS

RECORDATION NO. 7276-B FILE # 1425

NOV 23 1987 - 2 45 PM

November 20, 1987

INTERSTATE COMMERCE COMMISSION

AIRBORN EXPRESS

Interstate Commerce Commission
Twelfth and Constitution Avenues, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Dear Ms. Lee:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is Lessee's Assignment of Lease with Consent attached, a secondary document, dated September 8, 1987.

We request that this document be cross-indexed.

The primary document to which this is connected is recorded under Recordation Number 7276.

The names and addresses of the parties to the document are as follows:

Lessor: Firstmark Corporation, successor to Firstmark
Morrison, Inc. by reason of merger
110 East Washington Street
Indianapolis, Indiana 46204

Assignor: North Louisiana & Gulf Railroad Company
Hodge, Louisiana 71247

Assignee: MidLouisiana Rail Corporation
111 East Capitol, Suite 500
Jackson, Mississippi 39201

A description of the equipment covered by the document follows:

forty (40) new 70 Ton Capacity Wood Chip Cars, North
Louisiana & Gulf Railroad Company Numbers 4001 through 4040

KAVINOKY & COOK

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November 20, 1987

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A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Kavinsky & Cook, 110 East Washington Street, Indianapolis, Indiana 46204, Attention: Howard R. Cohen.

A short summary of the document to appear in the index follows:

Lessee's Assignment of Lease, dated *September 8*, 1987, by North Louisiana & Gulf Railroad Company, Hodge Louisiana, 71247, to MidLouisiana Rail Corporation, 111 East Capitol Street, Jackson, Mississippi, 39201, pertaining to Lessee's interest in a lease dated as of July 16, 1973, between Firstmark Morrison, Inc. (formerly known as CIC/A.A. Morrison, Inc.) lessor, and North Louisiana & Gulf Railroad Company, lessee, and recorded with the Interstate Commerce Commission on December 26, 1973, under Recordation No. 7276, as amended by a certain Addendum thereto dated February 6, 1976, and recorded with the Interstate Commerce Commission on April 6, 1976, under Recordation No. 7276-A, (such lease together with such addendum is hereinafter referred to as "Lease II"), which Lease II covers forty (40) new 70 Ton Capacity Wood Chip Cars, North Louisiana & Gulf Railroad Company Numbers 4001 through 4040.

Sincerely,

Howard R. Cohen

Howard R. Cohen, Attorney
for Firstmark
Corporation, Lessor

dlr

Enclosure

4495Z-223(11-12)

KAVINOKY & COOK

ATTORNEYS AT LAW

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November 20, 1987

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A FIRM INCLUDING
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VIA AIRBORNE EXPRESS

Secretary,
Interstate Commerce Commission
Twelfth & Constitution Avenues, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Dear Secretary:

I am enclosing herein the following:

1. Letter to the Interstate Commerce Commission concerning Assignment of Lease with Consent attached, Recordation Numbers 7275 and 7275A, together with the following:

a. Lessee's Assignment of Lease with Consent attached, in duplicate, dated September 8, 1987.

b. Check from MidLouisiana Rail Corporation #1019 in the sum of \$10.00.

2. Letter to the Interstate Commerce Commission concerning Assignment of Lease with Consent attached, Recordation Number 7276, together with the following:


a. Lessee's Assignment of Lease with Consent attached, in duplicate, dated September 8, 1987.

b. Check from MidLouisiana Rail Corporation #1020 in the sum of \$10.00.

Please return all copies of the enclosed documents to me with the recording data marked thereon. If there are any questions, please call.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,


Nathan Nisenbaum

NN:sww
Enclosures
4539Z-225(3)

LESSEE'S ASSIGNMENT OF LEASE

RECORDATION NO. 7276-B

NOV 23 1987 4 45 PM
INTERSTATE COMMERCE COMMISSION

This assignment is made this 8th day of September, 1987, between North Louisiana & Gulf Railroad Company, a Louisiana corporation, with its principal office located at c/o Stone Container Corporation, 150 North Michigan Avenue, Chicago, Illinois 60601, (hereinafter referred to as "Assignor") and MidLouisiana Rail Corporation, a DELAWARE corporation with its principal offices located at 111 EAST CAPITOL STREET JACKSON MS 39201, (hereafter referred to as "Assignee").

For and in consideration of the sum of one Dollars (\$ 1⁰⁰), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title, and interest in and to a lease dated as of July 16, 1973, between Firstmark Morrison, Inc. (formerly known as CIC/A.A. Morrison, Inc., and predecessor by merger to Firstmark Corporation), lessor, and North Louisiana & Gulf Railroad Company, lessee, and recorded with the Interstate Commerce Commission on December 26, 1973, under Recordation No. 7276, as amended by a certain Addendum thereto dated February 6, 1976, and recorded with the Interstate Commerce Commission on April 6, 1976, under Recordation No. 7276-A, (such lease together with such addendum is hereinafter referred to as "Lease II").

Assignee does hereby accept the foregoing assignment as of the date of the execution of this agreement and hereby assumes and agrees to perform all the terms, conditions, covenants, and agreements of the above described Lease II, on the part of the

Lessee to be performed. The agreement of the Assignee herein shall be binding on the heirs, legal representatives, successors, and assigns of Assignee. Assignor, in making this assignment, shall in no way be relieved of any obligation or liability to the Lessor.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment at Jackson, Ms., on this 11th day of November, 1987.

NORTH LOUISIANA & GULF
RAILROAD COMPANY

By [Signature]
Title J.P.

MIDLOUISIANA RAIL CORPORATION

By E. L. Mayers
Title PRESIDENT + CEO

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 11th day of November, 1987, before me personally appeared Leslie T. Lederer, to me personally known, who being by me duly sworn, says that (s)he is the VICE PRESIDENT of North Louisiana & Gulf Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Frances P. Hansen
Notary Public Residing In
Cook County, Illinois
FRANCES P. HANSEN
Printed Name

My commission expires:

2-28-89

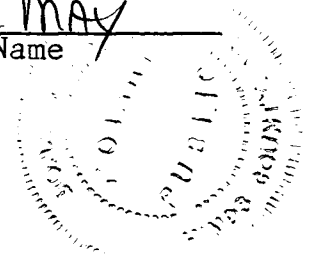
STATE OF Mississippi)
COUNTY OF Hinds) SS:

On this 11th day of November, 1987, before me personally appeared EL Mayers, to me personally known, who being by me duly sworn, says that (s)he is the President & CEO of MidLouisiana Rail Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donna R May
Notary Public Residing In
Hinds County, MS
DONNA R MAY
Printed Name

My commission expires:

My Commission Expires May 26, 1988



CONSENT

The undersigned, Firstmark Corporation, the Lessor named above, does hereby consent to the foregoing Assignment of Lease on the express condition that the Assignee has agreed to perform and shall perform to the undersigned, as Lessee, the terms, conditions, covenants, and agreements of the described Lease on the part of the Lessee to be performed, and that said North Louisiana & Gulf Railroad Company shall in no way be relieved of any liability or obligation to the Lessor pursuant to said Lease.

FIRSTMARK CORPORATION

By *Jeffrey A. [Signature]*

STATE OF Indiana)
COUNTY OF Marion) SS:

On this 19th day of November, 1987, before me personally appeared Jeffrey A. [Signature], to me personally known, who being by me duly sworn, says that (s)he is the President of Firstmark Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary L. Rose
Notary Public Residing In
Marion County, Indiana
MARY L. ROSE
Printed Name

My commission expires:

June 5, 1989

4495Z-223(5-8)